

Declaration and Release Form
**For Winner/Potential Winner of the
West Seattle In Motion STAYCATION Contest
("The Contest")**

PLEASE PRINT

Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Country: _____

Daytime Phone: _____

Evening Phone: _____

E-Mail Address: _____

Date of Birth: _____

1. I hereby declare that I have read, understood and complied with the contest rules, that I am an eligible Winner according to the rules and bound by the decisions of King County, which are final.
2. I, the undersigned, hereby acknowledge that I am the winner of the following prize in the Contest:

West Seattle STAYCATION (approximate retail value \$1,000)
3. I hereby declare that I accept my prize as awarded. I represent and warrant that I am over the age of 16 in the province / state in which I reside. Neither I nor any members of my immediate family (defined as parents, siblings, children or spouse) nor those domiciled with me are employed in a position that entails direct involvement with the West Seattle In Motion project, this includes King County and non King County employees.
4. If and when I am deemed an official winner, I hereby grant a full and final release and discharge to King County, its departments, divisions, and contractors, from any liability and damages out of or in any way related to the contest and which could arise from the awarding, receipt, possession and/or use or misuse of any prize.
5. It is expressly understood and agreed by me that King County cannot accept any responsibility, in whole or in part, for loss, damage or injury to person(s) or to property, however caused, in connection with the prize that I may receive or the contest. It is further understood that the Contest Organizer have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, with respect to the above-mentioned prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose, unless expressly set out otherwise in the contest rules.
6. I fully understand and acknowledge that this Waiver is intended to be a complete and unconditional release of all liability and as broad and inclusive as is permitted by the laws of the State of Washington. Should any portion of this Waiver be determined by a court

of competent jurisdiction to be invalid, voidable or unenforceable, for any reason, such portion of this Waiver shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Waiver.

7. I understand and agree that this Waiver shall be governed in all respects by the laws of the State of Washington, exclusive of its conflict of laws provisions. Venue for any legal action arising out of this Waiver shall be set in the King County Superior Court situated in Seattle, Washington.
8. If and when I am deemed an official winner, I hereby grant to King County the right to use in any related publicity, if required, my name, photograph, image, any statements I may make regarding the prize, and/or voice for advertising purposes worldwide in perpetuity and in any form of media including the Internet, without any form of compensation.
9. I have carefully read and considered the implications of this Waiver, fully understand its contents, and understand and acknowledge that I am giving up substantial legal rights by signing it, including my right to sue. I have either consulted with my own legal counsel or knowingly decided to forego such consultation. If I am under 18 years of age at the time of my registration to participate in the Program, my parent or legal guardian has thoroughly reviewed this Waiver, understands and consents to its terms, and authorized my participation by his/her signature below. I am aware that this is a RELEASE OF LIABILITY and a legally binding contract between me and the persons and entities mentioned above and I sign of my own free and voluntary will, without coercion or inducement, and in full recognition of the risks involved.

NAME: _____ DATE: _____

Print Name

Signature

PARENT/LEGAL GUARDIAN AUTHORIZATION

As the Parent/Legal Guardian of the above-named minor person, I, the undersigned, hereby grant my permission for the above-named minor person to participate in the Program. I understand, acknowledge and agree that participation in the Program involves risks and inherent dangers that may cause bodily injury and/or death, or that may result in the loss of or damage to personal property. On behalf of myself and the above-named minor person, I freely and fully agree to assume these risks, and I further agree to all the terms and conditions set forth in this Waiver, including the obligation to release, forever discharge, hold harmless and defend King County for any personal injury, including death, or property damage incurred by the above-named minor person as a consequence of his/her participation in the Program.

NAME: _____ DATE: _____

Print Name of Parent or
Legal Guardian of Minor
Participating in Program

Signature